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October 4, 2023

Via Email and ECF

Hon. Martin Glenn
United States Bankruptcy Court
Southern District of New York
One Bowling Green, Courtroom 523
New York, NY 10004-1408

Re: In re Wythe Berry Fee Owner LLC -- Case No. 22-11340 (MG)

Dear Judge Glenn:

Together with Nick Bassett of Paul Hastings LLP, I represent Zelig Weiss in his negotiations to purchase, in his individual capacity, assets of Wythe Berry Fee Owner LLC (“Debtor”). Separately, I represent Wythe Berry LLC, both in the related Adversary Proceeding and elsewhere. I write at this time to clarify certain statements in the October 3, 2023, letter to the Court from Steven Selbst, counsel to Debtor [ECF No. 191].

First, and perhaps most important, the decision by Wythe Berry LLC to exercise its right to advance the expiration of the current period of its use and occupancy of the William Vale Complex (the “Complex”) from January 31, 2024 to October 31, 2023 – a right confirmed in the Stipulation and Order Regarding Cash Collateral [ECF No. 166] – was based solely upon considerations of the best interests of Wythe Berry LLC. It was made independent of the current “impasse” in the negotiations between and among Debtor, its creditor (*i.e.*, Mishmeret Trust Company Ltd.), and, in his individual capacity, Mr. Weiss. Indeed, that impasse first arose in mid-August; regrettably, the parties have not acted on the Court’s suggestion to gather the decision makers around a table, in person, in an effort to resolve the current impasse and finalize an agreement.

Second, the decision by Wythe Berry LLC was not related to the Debtor’s motion for partial summary judgment or, more broadly, the Adversary Proceeding. That litigation stands apart from this development, and no inferences should be drawn from it, or from the reporting by Debtor’s counsel of what it deems a material development relating to the operation of the Complex. I trust Debtor’s counsel agrees.

Finally, to the extent Mr. Weiss has a “senior management team,” it exists within only Espresso Hospitality Management LLC (“Espresso”). No one on that team has been asked by Debtor to remain, and none intends to do so. If the reference to “senior management team” in Mr. Selbst’s letter refers to people involved in the day-to-day operation of The William Vale Hotel (“Hotel”), those individuals are employed by William Vale Staffing LLC (“Staffing”), an entity in which Mr. Weiss holds no interest, and that he does not manage or otherwise control.

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Furthermore, to avoid any possible confusion, Staffing has responsibility only for the Hotel; it has no responsibility (or authority) regarding operations of any other elements of the Complex (*i.e.*, food and beverage, retail, commercial).

As with Debtor's counsel, Mr. Bassett and I are available at the Court's convenience if the Court determines that a status conference would be helpful.

Respectfully submitted,

Jon Schuyler Brooks
Jon Schuyler Brooks

JSB:ms
cc: All Counsel via ECF